

1 MORGAN LEWIS & BOCKIUS LLP
2 DAVID L. SCHRADER, SBN 149638
3 dschrader@morganlewis.com
4 CHRISTINA L. SEIN, SBN 229094
5 csein@morganlewis.com
6 TAYLOR DAY, State Bar No. 267435
7 tday@morganlewis.com
8 300 South Grand Avenue, Twenty-Second Floor
9 Los Angeles, CA 90071-3132
10 Tel: 213.612.2500
11 Fax: 213.612.2501

12 Attorneys for Defendant
13 TOYOTA MOTOR SALES, U.S.A., INC. and
14 TOYOTA MOTOR CORPORATION

15
16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 IRENE CORSON and SUSAN M.
19 YACKS, On Behalf of Themselves
20 and All Others Similarly Situated,

21 Plaintiffs,

22 v.

23 TOYOTA MOTOR SALES, U.S.A.,
24 INC., and TOYOTA MOTOR
25 CORPORATION,

26 Defendants.

27 Case No. CV 12-8499-JGB (VBKx)
28 **PROTECTIVE ORDER**

29 Complaint Served: October 10, 2012

30 Based on the Joint Stipulation for Entry of Protective Order by Toyota Motor
31 Sales, U.S.A., Inc. ("TMS") and Toyota Motor Corporation ("TMC") (collectively,
32 the "Toyota Defendants") and Plaintiffs, and good cause appearing, the Court
33 Orders as follows:

34 1. The term "confidential information" as used in this Stipulated
35 Protective Order shall refer to those documents identified as "Confidential" or
36 "Subject to Protective Order" as described below, and to the substance of any
37 information obtained from such documents that are claimed in good faith by the

1 Toyota Defendants to contain proprietary interests, trade secrets, or confidential
 2 commercial information, in addition to information that provides the Toyota
 3 Defendants a competitive advantage that will be irretrievably lost if the information
 4 is acquired by competitors of the Toyota Defendants.

5 2. The documents protected by this Stipulated Protective Order have been
 6 designated by:

- 7 (a) Typing, stamping or imprinting upon the document the
 8 following words: "CONFIDENTIAL" or "SUBJECT TO
 9 PROTECTIVE ORDER;" and
- 10 (b) Applying such in a manner so as not to obscure any information
 11 contained therein.

12 3. All information and documents designated as confidential shall be
 13 accorded confidential status until such time as determined otherwise pursuant to the
 14 following provisions of the Stipulated Protective Order.

15 4. Any notes, lists, memoranda, indices, compilations, electronically
 16 stored information, reports, records and documents prepared or based on an
 17 examination of "confidential information" and any summaries of "confidential
 18 information," which quote from, identify or refer to the "confidential information"
 19 with such specificity that the "confidential information" can be identified, or by
 20 reasonable logical extension can be identified, shall be accorded the same status of
 21 confidentiality as the underlying "confidential information" from which they are
 22 made and shall be subject to all of the terms of the Stipulated Protective Order.

23 5. All "confidential information" shall be used for purposes of this action
 24 only, shall not be used for any business, commercial or competitive purposes, may
 25 be disclosed only to the following individuals or entities, and shall not be
 26 revealed, discussed or disclosed in any manner or in any form, to any person,
 27 entity or judicial tribunal other than:

- 28 (a) The Court in this case authorized court reporters retained for this

1 case;

2 (b) Counsel with the law firms representing the parties;

3 (c) An employee of counsel with the law firms representing the
4 parties to whom it is necessary that the material be shown for
5 purposes of this action;

6 (d) Experts or professional advisors and persons regularly employed
7 in their offices retained by a party to assist in the prosecution or
8 defense of this action, but only to the extent necessary for such
9 person to perform their assigned tasks in connection with this
10 action.

11 (e) Any deponent may be shown or examined on any information,
12 document or thing designated Confidential if it appears from the
13 face of the material that the witness authored or received a copy
14 of it, was directly involved in the subject matter described
15 therein or is currently employed by the party who produced the
16 information, document or thing, or if the producing party
17 consents to such disclosure, provided that, before any deponent
18 is shown or examined regarding any "confidential information,"
19 the attorney examining the deponent must explain to the
20 deponent that the information is subject to this Stipulated
21 Protective Order and the deponent must agree to be bound by its
22 terms;

23 (f) Vendors retained by or for the parties to assist in preparing for
24 pretrial discovery, trial and/or hearings, who for good cause
25 must have access to "confidential information," provided such
26 vendors have signed a non-disclosure agreement in the form
27 attached hereto as Appendix A. Such vendors include, but are
28 not limited to, court reporters, litigation support personnel, jury

consultants, individuals to prepare demonstrative and audiovisual aids for use in the courtroom or in depositions or mock jury sessions, as well as their staff, stenographic, and clerical employees whose duties and responsibilities require access to such materials; and

(g) The parties. In the case of parties that are corporations or other business entities, “party” shall mean those officers, directors, partners, members, and employees deemed necessary to aid counsel in the prosecution and defense of this lawsuit.

10 6. "Confidential information" shall not be shown or disclosed to persons
11 described in paragraphs 5(b) through 5(g) until that person shall be shown this
12 Stipulated Protective Order and signs and dates a written agreement to be bound by
13 the terms of this Stipulated Protective Order, which agreement shall be identical to
14 that set forth in Appendix A of this Stipulated Protective Order.

15 7. The original and copies of the signed Appendix A agreement(s)
16 referenced in paragraph 6 above, shall be maintained in the possession, custody and
17 control of Plaintiffs' counsel. Upon a showing of good cause and after notice and
18 meet and confer, the Toyota Defendants may seek a Court Order requiring Plaintiffs
19 to disclose such signed copies to them.

20 8. All persons who receive "confidential information" and/or material or
21 information accorded the status of confidentiality in this action shall maintain the
22 confidentiality of such material and information in accordance with the terms of
23 this Stipulated Protective Order.

24 9. Copies of discovery responses and documents containing "confidential
25 information" shall not be filed with the Court, except in accordance with Paragraph
26 10 herein.

27 10. If any document that is submitted to the Court by any party, including
28 but not limited to deposition testimony, deposition exhibit, discovery request or

1 response, motion, memorandum, affidavit, brief, or any other submission to the
 2 Court, includes, incorporates, or quotes "confidential information," such submission
 3 shall be filed in accordance with Local Rules 79-5.1 through 79-5.3. The party
 4 filing or lodging any pleading or paper which contains any information or
 5 document subject to this Stipulated Protective Order shall comply with Local Rule
 6 79-5 *et seq.* At the conclusion of this case, any materials filed with the Court under
 7 seal shall be kept under seal or be returned to the party filing it for disposition as
 8 provided for in Paragraph 18 below.

9 11. To the extent that any "confidential information" is used in the taking
 10 of depositions, such "confidential information" shall remain subject to the
 11 provisions of this Stipulated Protective Order. At the time any "confidential
 12 information" is used in any deposition, counsel for the parties must inform the
 13 reporter of this Stipulated Protective Order. The reporter shall operate in a manner
 14 consistent with this Stipulated Protective Order and shall separately label the
 15 confidential portions of the deposition transcript, including documents and other
 16 exhibits containing confidential information. **The confidential information shall**
 17 **be sealed and made part of the original deposition transcript and counsel for**
 18 **the Toyota Defendants shall retain custody and control of the original**
 19 **transcript, or that portion of the original transcript referring to the**
 20 **confidential information and the sealed confidential documents. Counsel for**
 21 **Plaintiffs shall receive one certified copy of that portion of the original**
 22 **transcript referring to the confidential information and the sealed confidential**
 23 **documents and shall treat such certified copy in accordance with the terms of**
 24 **this Stipulated Protective Order. At the conclusion of this action, all such**
 25 **copies shall be returned to counsel for Toyota Defendants pursuant to**
 26 **Paragraph 18 below.**

27 12. The Toyota Defendants may designate depositions or other testimony
 28 concerning the documents and the information contained therein as "confidential

1 information" by:

2 (a) Stating orally on the record the day the testimony is given that
 3 the information is expected to be "confidential;" or,
 4 (b) Sending written notice designating those portions of the
 5 deposition or other testimony to be treated as "Confidential,"
 6 within 10 days after receipt of the draft transcript; or,
 7 (c) In the case of an expedited transcript, sending written notice
 8 designating those portions of the deposition or other testimony
 9 to be treated as "Confidential," within 3 days after receipt of the
 10 expedited transcript.

11 The reporter shall operate in a manner consistent with this Stipulated Protective
 12 Order if she receives any confidential designations from the Toyota Defendants as
 13 described in subparagraphs (a) or (b) above, and shall then prepare a final transcript
 14 segregating the confidential portions of the deposition, including documents and
 15 other exhibits containing "confidential information." **Counsel for the Toyota**
16 Defendants shall maintain custody and control of the segregated portion of the
17 final transcript containing confidential information. Those pages in any
18 transcript referring to confidential information shall include a stamp
19 identifying all such pages as "confidential." Counsel for Plaintiffs shall receive
20 one certified copy of the segregated portion of the final transcript referring to
21 the confidential information and shall treat such certified copy in accordance
22 with the terms of this Stipulated Protective Order. At the conclusion of this
23 action, all such copies shall be returned to counsel for Toyota Defendants
24 pursuant to Paragraph 18 below.

25 13. Any party may apply to the Court for the imposition of further
 26 limitations upon the disclosure of specific information if such party deems further
 27 limitations are required in specific instances. Any party may apply to the Court for
 28

1 relief from limitations if such party deems such relief is required in specific
 2 instances.

3 14. Nothing in this Stipulated Protective Order shall prevent any
 4 disclosure if the party designating the information as confidential consents to such
 5 disclosure.

6 15. The execution of this Stipulated Protective Order shall not in any way
 7 detract from the right of a party to object to the production of discovery materials
 8 on grounds other than confidentiality.

9 16. Failure by a party to challenge the confidentiality of any document or
 10 information at the time of receipt thereof shall not preclude a subsequent challenge
 11 thereto. In the event a party to this action disagrees with the designation of any
 12 information as confidential, the parties shall meet and confer in an attempt to
 13 resolve the dispute pursuant to the Central District Local Rule 37. If the
 14 disagreement cannot be resolved in this fashion, the parties shall file a written joint
 15 stipulation containing all issues in dispute, which will be prepared in conformity
 16 with Local Rules 37-2.1 and 37-2.2. Each party may then file a supplemental
 17 memorandum of law, pursuant to Local Rule 37-2.3. Nothing in this Stipulated
 18 Protective Order affects or alters the burden on the designating party to establish the
 19 propriety of confidential treatment for any information or document designated as
 20 confidential. Any information designated as such shall remain "confidential
 21 information" under the provisions of this Stipulated Protective until further Order of
 22 the Court.

23 17. Nothing contained in this Stipulated Protective Order shall prevent a
 24 party to this action from using its own confidential information and material in any
 25 way that it sees fit, or from revealing its own confidential information and material
 26 to whomever it chooses, without prior consent of any person or of the Court.

27 18. After the conclusion of this action as to all parties, all "confidential
 28 information" and all copies thereof shall be returned to counsel for the Toyota

1 Defendants and shall remain subject to the terms of this Stipulated Protective Order,
2 and the parties consent to the continuation of jurisdiction and venue of this Court to
3 resolve any disputes arising from the treatment or disposition of "confidential
4 information" after conclusion of this action.

5 19. This Stipulated Protective Order shall not be abrogated, modified,
6 amended or enlarged except by agreement of the parties or by Motion, with notice
7 given to each of the parties.

8 20. Nothing contained herein shall restrict the presentation of any
9 evidence, including "Confidential Information," to a jury or the Court during a trial
10 or other hearing of this action. However, such presentation shall not constitute a
11 waiver of any restrictions provided for in this Stipulated Protective Order and the
12 parties agree to take reasonable steps to maintain the confidentiality of any
13 "confidential information" at any hearing or upon trial of this matter in such a
14 manner and until such time as the Court may direct and/or as the parties may
15 otherwise agree. Before any such presentation of "confidential information,"
16 plaintiffs shall provide the Toyota Defendants with appropriate notice so that the
17 Toyota Defendants may have the opportunity to lodge appropriate objections or
18 seek the Court's direction to prevent disclosure of the "confidential information."

IT IS SO ORDERED.

Dated: November 14, 2013

/S/